

Addendum 1

To be filled out by Division of Fish and Wildlife project manager upon an awarded contract. These terms will be included into the contract to meet the minimum federal terms required by the Division of Fish and Wildlife federal grant. They will also be included with the notice to precede letter and state purchase order to the awarded contract.

FEDERAL TERMS AND CONDITIONS TEMPLATE

FOR USE WITH FEDERAL FUNDED/MATCHED PROJECTS ONLY

(This is the **minimum** required federal terms and conditions – other terms and conditions may be required based on type of contract (i.e. construction), amount thresholds and your specific grant award terms and conditions, especially for Sub-Recipients. 2 CFR Part 200 Appendix II can be found at: http://www.ecfr.gov/cgi-bin/text-idx?SID=54ab7958ba7572344e1f210886ba03bf&mc=true&node=ap2.1.200_1521.ii&rgn=div9 and contains a list of contract provision required when using federal funding. Please be sure to check your specific federal grant award for additional terms and conditions that may need to be added to this template. These federal terms and conditions may be inserted into the contract/agreement or referenced as an appendix)

(Next section number if inserted into contract/agreement) Federal Funding Terms and Conditions:

A. General:

- 1) VENDOR shall comply with all applicable State and Federal laws and regulations. If applicable State and Federal laws and regulations conflict with the Federal Funding Terms and Conditions, then applicable laws and regulations supersede the Federal Funding Terms and Conditions. The Federal Funding Terms and Conditions shall apply to the work to be performed under this Contract and such provisions shall supersede any conflicting provisions of this Contract.
- 2) This Contract is funded by the _____ grant from (Federal Agency) under award number _____, and Catalog of Federal Domestic Assistance (CFDA) number _____. Neither the United States nor any of its Departments, agencies, or employees is a party to this Contract.
- 3) The cover of the title page of all reports, studies, or other documents supported in whole or in part by this sub-award shall acknowledge the financial assistance provided by **(insert Federal agency/agencies)** by including the following statement: *“This project was funded, in part, through a grant(s) from the **(insert Federal agency/agencies)** under award number(s) _____.”*
- 4) The rights and remedies of Delaware provided for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

- B. Remedies: Except as may be otherwise provided in this Contract all claims, counterclaims, disputes and other matters in question between Delaware and VENDOR arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
- C. Audit; Access to Records: VENDOR shall maintain books, records, documents and other evidence directly pertinent to performance on Federal grant work under this Contract in accordance with generally accepted accounting principles and practices. VENDOR shall also maintain the financial information and data used by VENDOR in the preparation or support of the cost submission, and a copy of the cost summary submitted to Delaware. The United States Department of Labor, Delaware or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. VENDOR will provide proper facilities for such access and inspection.
- D. Subcontracts: Any sub-contractors and outside associates or consultants required by VENDOR in connection with the services covered by this Contract will be limited to such individuals or firms as were specifically identified and agreed to in writing during negotiations, or as are specifically authorized in writing by Delaware during the performance of this Contract. Any substitutions in or additions to such sub-contractors, associates, or consultants will be subject to the prior written approval of Delaware.
- E. Whistleblower Protection: 41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and was made permanent under Public Law No: 114-261 on 12/14/2016.
- 1) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - 2) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - 3) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
- F. Equal Employment Opportunity: VENDOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion,

sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- G. Utilization of Small and Minority Business: VENDOR agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Federal grant-assisted contracts and subcontracts.
- H. Covenant against Contingent Fees: VENDOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, Delaware shall have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- I. Patents: If this Contract involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this Contract, such invention or discovery shall be subject to the reporting and rights provisions of the Code of Federal Regulations for **(insert Federal agency/agencies)**, in effect on the date of execution of this Contract. In such case, VENDOR shall report the discovery or invention to **(insert Federal agency/agencies)** directly or through Delaware and shall otherwise comply with Delaware's responsibilities in accordance with the Code of Federal Regulations. VENDOR hereby agrees that the disposition of rights to inventions made under this Contract shall be in accordance with the terms and conditions of the Code of Federal Regulations. VENDOR shall include provisions appropriate to effectuate the purposes of this condition in all subcontracts involving research, developmental, experimental, or demonstration work.
- J. Debarment, Suspension, Ineligibility and Voluntary Exclusion: The VENDOR certifies, by submission of this proposal, that neither it nor any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor is presently, or has within the past five years, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or Local government department or agency.
- K. Clean Air Act: for Federal grant-assisted contract and subcontracts exceeding \$150,000, VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- L. Lobbying: Federal grant-assisted contracts and subcontracts exceeding \$100,000 in Federal funds are subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code as implemented at the part entitled "New Restrictions on Lobbying" in the Code of Federal Regulations for **(insert Federal agency/agencies)**, in which case the VENDOR must submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted to Delaware.
- M. Cost and Compensation: It is agreed that the total cost for the services provided under this Contract shall not exceed \$ _____. Notwithstanding other terms and conditions of this Contract, it is understood and agreed that the total cost and compensation under this Contract shall not exceed the funds made available to Delaware by the **(insert Federal agency/agencies)** for this project.
- N. Obligations: The obligations of Delaware under this Contract shall be subject to the receipt of sufficient funds appropriated by the (insert Federal agency/agencies) and the obligations of Delaware are limited to the amount of such appropriation.

End of Federal Funding Section